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RECENT CASES.

Attachment—Petition—Amendment after Issuance.—In *Cawker City State Bank v. Jennings*, 56 N. W. Rep. 494 (Iowa). A non-resident was attached in a suit on a promissory note. In his answer he denied its execution. Plaintiff amended his petition and added a count for money loaned. Held, that plaintiff could not be compelled to elect on which count to rest, and that the original attachment covered both counts.

Carriers—Boarding Moving Train—Representations of Conductor.—*Foreman v. Missouri Pac. Ry. Co.*, 23 S. W. Rep. 422 (Tex.). A passenger, relying on the assurances of the conductor that the train would stop a certain time at a station, got off to do an errand. When some distance from the train and before a quarter of the time had elapsed which the conductor told him he would have, the signal was given for the train to start, and in hurrying back and attempting with due care to board the rear platform of the last car, he was thrown down by a sudden motion of the train and injured. It was held that he should recover for his injuries.

Carriers—Refusal to Furnish Seat to Passenger.—*Louisville, N. O. and T. Ry. Co. v. Patterson*, 13 So. Rep. 697 (Miss.). A railroad company is liable to a passenger for the refusal and failure of the conductor to furnish him with such a seat as he has paid for, when there are more seats than there are passengers, but there are none vacant owing to the fact that some of the passengers occupy more seats than they are entitled to.

Contracts—Agreements in Restraint of Trade—Public Policy.—*Game-well Fire Alarm Tel. Co. v. Crane et al.*, 35 N. E. Rep. 98 (Mass.). The defendant sold his machinery, stock, letters patent and inventions for the manufacture of fire alarms, to the plaintiff, making an agreement that for the space of ten years, he would not engage in the manufacture or sale of such apparatus. He afterwards undertook the manufacture of similar apparatus, not made under any patents owned by the plaintiff and under his own patents for subsequent improvements. Held, that the agreement was void as against public policy, tending to give the plaintiff a monopoly of the business.

Contract—Homestead—Breach.—*Weitzner et al. v. Thingstad*, 56 N. W. Rep. 817 (Minn.). A contract to convey land including